

**MEMORANDUM OF AGREEMENT
BETWEEN
STATE OF CONNECTICUT JUDICIAL BRANCH
COURT SUPPORT SERVICES DIVISION
AND
STATE OF CONNECTICUT DEPARTMENT OF CHILDREN AND FAMILIES**

This Agreement is entered into by William H. Carbone, Executive Director, on behalf of the State of Connecticut Judicial Branch, Court Support Service Division (hereinafter referred to as CSSD), and Susan I. Hamilton, Commissioner, on behalf of the State of Connecticut Department of Children and Families (hereinafter referred to as DCF).

WHEREAS CSSD is in need of intensive in-home child and adolescent psychiatric services (hereinafter referred to as IICAPS) for court-involved children with diagnoses that reflect severe emotional or behavioral impairment and for the families of these children; and

WHEREAS CSSD recognizes that children need the best mental health services possible and is in need of a way to provide enhanced access to IICAPS services and coordination of a more complete and effective system of community-based behavioral health services, including standardized IICAPS training and performance improvement quality assurance for service providers; and

WHEREAS CSSD wishes to have access to IICAPS services in Bridgeport, Norwalk, and Stamford, where the CSSD June 2007 Request for Proposals (RFP) did not result in a direct CSSD contract for these services.

THEREFORE, the agencies agree to the following:

1. CSSD will fund IICAPS services for non-CT BHP enrolled CSSD children by direct contract via responses to the CSSD issued RFP, except in Bridgeport and Norwalk/Stamford where no RFP responses were accepted. DCF will include in its existing IICAPS contract(s) funding to support a proportion, 33% for services July 1, 2009 through December 31, 2009 and 40% for services January 1, 2010 through June 30, 2010, of two IICAPS teams in Bridgeport and one IICAPS team in Norwalk/Stamford. For each additional FY of this Agreement, CSSD will fund IICAPS services for non-CT BHP enrolled CSSD children at a proportion of 40% for the Bridgeport and Norwalk/Stamford IICAPS teams. Should DCF be unable to contract for these additional services, the amount to be transferred shall be reduced from the amounts to be transferred outlined in Section 3 below.
2. DCF will cause their current IICAPS training and performance improvement quality assurance contractor, Yale University, to provide IICAPS Program Development, Training, Consultation, and Clinical Quality Assurance for all DCF and/or CSSD approved IICAPS service providers according to its existing practices.

3. Transfer of Funds

CSSD and DCF agree that the cost of an IICAPS team is estimated to be \$210,000.00 per year plus training and performance improvement quality assurance costs. CSSD hereby agrees to transfer to DCF \$368,200 in SFY10 and \$390,250 annually during each additional FY of this Agreement to cover the costs of IICAPS services for CSSD's non-HUSKY, non-DCF involved clients served by the DCF contracted providers serving Bridgeport and Norwalk/Stamford and to cover the costs of IICAPS training and performance improvement quality assurance. The transfer of funds shall occur through Interagency Transfer Invoices (TI) submitted to CSSD by DCF according to the following schedule:

Date of Transfer	DCF Contract Amendments: Services	DCF Contract Amendments: Quality Assurance	Total Amount due for referenced time period
Upon execution of Agreement	\$166,950.00 (2 Quarters of services @ 33% and 1 Quarter of services @ 40%)	\$103,687.50 (3 Quarters of QA services)	\$270,637.50
On or about April 1, 2010	\$63,000.00 (1 quarter of services @ 40%)	\$34,562.50 (1 quarter of QA services)	\$97,562.50
Quarterly payments, (on or about, July 1st, October 1st, January 1st, and April 1st of each subsequent SFY covered by Agreement)	\$63,000.00 (quarterly payments @ 40% service rate)	\$34,562.50	\$97,562.50

4. Responsibilities of Parties

CSSD will have the authority to refer any clients up to age 19, under its jurisdiction, who meet IICAPS level of care criteria, into any CTBHP IICAPS enrolled program. Referred clients must be able to complete IICAPS treatment by their 19th birthday. DCF will have primary responsibility for programmatic monitoring in its contracted programs. CSSD will provide appropriate technical assistance and reserves the right to monitor any of these programs, in conjunction with DCF or separately, with prior notice to DCF and the program. Upon request, DCF shall provide any available program, fiscal, or audit reports concerning these programs to CSSD.

5. Data and Outcome Reporting:

DCF will provide or have its contractor provide to CSSD statistical aggregate data on outcome reporting for performance-based measures, and provider quality improvement data according to its existing practices.

6. Collaborative Oversight Committee

CSSD and DCF shall maintain a Collaborative Oversight Committee for the purposes of monitoring the implementation of this Agreement, reviewing IICAPS data, evaluating the results, resolving issues arising from the provision of services, and such other purposes upon which CSSD and DCF shall mutually agree. The Collaborative Oversight Committee will be made up of management level representation from CSSD and DCF. During the duration of this Agreement, the committee will address the following:

- a. Formalize an acuity protocol to manage waitlists,
- b. Analyze ongoing cost sharing for IICAPS services,
- c. Examination of uniform performance statistics and outcome reporting,
- d. An ongoing commitment to continue the Collaborative Oversight Committee, and
- e. Ongoing review of this Agreement for necessary modification

7. Cancellation

This Agreement may be canceled by either party upon ninety (90) days written notice except that this Agreement may be canceled upon sixty (60) days written notice in the event that funding for the specified services is reduced or eliminated by the Legislature. No cancellation of this Agreement shall be effective against payment by CSSD for services already rendered by a provider under contract with DCF to provide services in fulfillment of this Agreement.

8. Modification

The parties shall agree, only in writing, to any additional or modified terms and conditions to this Agreement.

9. Effective Period

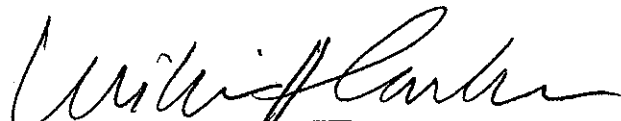
This Agreement is effective upon execution of the final signature and shall remain in effect until terminated by either party pursuant to the terms contained in the Agreement.

STATE OF CONNECTICUT, JUDICIAL BRANCH LEGAL SERVICES
APPROVED AS TO FORM

By: 
MARTIN R. LIBBIN
DEPUTY DIRECTOR

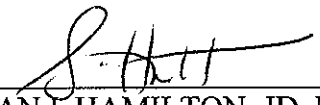
1/15/10
DATE

STATE OF CONNECTICUT, JUDICIAL BRANCH COURT SUPPORT
SERVICES DIVISION

By: 
WILLIAM H. CARBONE
EXECUTIVE DIRECTOR

1-16-10
DATE

STATE OF CONNECTICUT, DEPARTMENT OF CHILDREN AND FAMILIES

By: 
SUSAN I. HAMILTON, JD, MSW
COMMISSIONER

1/15/10
DATE